

# BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Tuesday, September 19, 2017  
Council Chambers – City Hall  
201 W. Palmetto Park Road, Boca Raton, Florida

The Boca Raton Airport Authority Agenda will be considered by the Chair and Authority Members Tuesday, September 19, 2017 at 6 p.m. All requests to be placed on the agenda by the public must be submitted to the Executive Director, in writing, via the Agenda Request Form, at least twenty (20) days before the Authority meeting. Such written requests must be in sufficient detail to identify the subject matter, as well as, the contact person who will represent the matter before the Authority. The Boca Raton Airport Authority reserves the right to not consider matters over which the Authority has no jurisdiction.

This meeting will be televised on Comcast channel 20 in the City of Boca Raton, and on AT&T U-Verse channel 99 throughout Palm Beach County and will be videotaped for broadcast at a later date. The meeting will also be streamed live to the Boca Raton Airport Authority Website, [www.bocairport.com](http://www.bocairport.com) and may also be heard on the radio on 1650 AM.

## I. ROLL CALL

MITCHELL FOGEL	CHAIR
CHERYL BUDD	VICE-CHAIR
RANDY NOBLES	SECRETARY/TREASURER
GENE FOLDEN	BOARD MEMBER
JACK FOX	BOARD MEMBER
JAMES R. NAU	BOARD MEMBER
MELVIN POLLACK	BOARD MEMBER

## II. APPROVAL OF MINUTES

Consider approval of Minutes for the Regular Meeting of August 16, 2017.

## III. AGENDA CHANGES

**IV. PUBLIC REQUESTS**

If any member of the public wishes to provide comment on any item, the time to do so is now. Please complete a public comment card identifying the item upon which you wish to be heard and provide it to Ms. Landers. The public comment cards are located in the lobby. Each member of the public wishing to comment will be provided with 5 minutes to do so. The Chair reserves the right to move the public comment opportunity on a specific agenda item to the point in the agenda when that item is to be considered and /or to extend the allotted time per speaker.

**V. CONSENT AGENDA**

**VI. FEDERAL, STATE AND MUNICIPAL INPUT**

**VII. FINANCIAL REPORT**

A. Presentation of the August 2017 Financial Report.

Consider a Motion for approval of the Financial Report for August 2017.

**VIII. TENANT REPORTS AND REQUESTS**

A. Boca Aircraft Owners, Inc. Tenth Amendment to Lease Agreement.

Consider Resolution No. 09-27-17 of the Boca Raton Airport Authority further amending the Lease and Operating Agreement with Boca Aircraft Owners, Inc.

**IX. EXECUTIVE DIRECTOR AND STAFF REPORTS**

A. Noise Abatement/Operations Summary for the month of August 2017.

B. Community Engagement Program Update.

C. Airport Project Update.

**X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS**

**XI. PUBLIC COMMENT**

**XII. OTHER BUSINESS**

**XIII. MISCELLANEOUS**

The next meeting is scheduled for October 18, 2017 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

**XIV. ADJOURNMENT**

Respectfully Submitted,  
Clara Bennett  
Executive Director

**Boca Raton Airport Authority  
Meeting Minutes  
August 16, 2017  
Boca Raton City Hall – Council Chambers**

Chair Mitchell Fogel called the meeting to order at 6:00 P.M.

**BOARD MEMBERS**

Mitchell Fogel	Chair
Cheryl Budd	Vice-Chair
Randy Nobles	Secretary/Treasurer
Gene Folden	Board Member
Jack Fox	Board Member - Absent
James R Nau	Board Member
Melvin Pollack	Board Member

**COUNSEL**

Amy Petrick, Esquire – Lewis Longman Walker

**STAFF**

Clara Bennett, Executive Director  
Scott Kohut, Deputy Director  
Ariadna Camilo, Finance and Administration Manager  
Travis Bryan, Operations Manager  
Christine Landers, Business Manager  
Jose Blanco, Operations Coordinator  
Robert Abbott, Operations Coordinator

The meeting was televised live and videotaped for broadcast at a later date. The meeting was also streamed live to the Boca Raton Airport Authority Website, [www.bocaairport.com](http://www.bocaairport.com) and aired on the radio at 1650 AM.

**APPROVAL OF MINUTES**

**A MOTION to approve the minutes of the July 19, 2017 Regular Meeting was made by Mr. Folden and seconded by Mr. Pollack. The Motion was carried unanimously.**

**AGENDA CHANGES**

There were no agenda changes.

**CONSENT AGENDA**

There were no items on the consent agenda.

## **FEDERAL, STATE AND MUNICIPAL INPUT**

There was no Federal, State or Municipal Input.

## **PUBLIC REQUESTS**

Lt. Col. Michael T. Harding, Civil Air Patrol thanked the Boca Raton Airport Authority for its donation and Boca Aircraft Owners for assisting with the lease for their new hangar.

## **FINANCIAL REPORT**

Ms. Camilo presented the Financial Report for July 2017.

**A MOTION to approve the Financial Report for July 2017 was made by Mr. Pollack and seconded by Mr. Folden. The Motion carried unanimously.**

## **TENANT REPORTS AND REQUESTS**

Ms. Bennett presented the outcome of the negotiations between the Boca Raton Airport Authority and Boca Aircraft Owners.

**A MOTION to approve Resolution No. 08-23-17 of the Boca Raton Airport Authority further amending the Lease and Operating Agreement with Boca Aircraft Owners, Inc. was made by Ms. Budd and seconded by Mr. Nobles. The Motion carried unanimously.**

## **EXECUTIVE DIRECTOR AND STAFF REPORTS**

Mr. Blanco presented the Noise Abatement/Operations Summary for the month of July 2017.

Ms. Bennett recognized Mr. Blanco for his service to the Airport Authority and congratulated him on his new career opportunity. The Board expressed appreciation for his dedicated service over the past six years and wished him luck in his new endeavor.

Mr. Bryan recommended the Specialized Landscaping and Maintenance contract be awarded to Leturmy Landscaping and Power Spraying.

Mr. Jerry Leturmy, President of Leturmy Landscaping and Power Spraying was available to answer questions.

**A MOTION to approve Resolution No. 08-24-17 of the Boca Raton Airport Authority to award a contract to Leturmy Landscaping and Power Spraying to provide Specialized Landscaping and Maintenance Services to the Boca Raton Airport Authority was made by Ms. Budd and seconded by Mr. Pollack. The Motion carried unanimously.**

Ms. Bennett presented the Annual Operating and Capital Budgets for Fiscal Year 2018 (October 1, 2017 through September 30, 2018).

**A MOTION to approve Resolution No. 08-25-17 of the Boca Raton Airport Authority adopting the Annual Operating and Capital Budgets for Fiscal Year 2018 (October 1, 2017 through September 30, 2018) was made by Ms. Budd and seconded by Mr. Pollack. The Motion carried unanimously.**

Mr. Kohut presented the Federal Aviation Airport Improvement Program (AIP) Project grant offer for Wildlife Hazard Management Plan, reconstruct runway lighting, and install runway vertical/visual guidance system project.

**A MOTION to approve Resolution No. 08-26-17 of the Boca Raton Airport Authority accepting the Airport Improvement Program (AIP) Project No. 3-12-0006-022-2017 from the Federal Aviation Administration for Wildlife Hazard Management Plan, reconstruct runway lighting, and install runway vertical/visual guidance system was made by Mr. Nobles and seconded by Mr. Pollack. The Motion carried unanimously.**

Mr. Bryan provided an update regarding the Emergency Response Training and Emergency and Airport Familiarization course that was attended by over 200 Boca Raton Fire Rescue personnel over a two-week period.

A discussion ensued.

The Board recommended researching the option of making this a “certificate program” and making this training a regular event at the Airport.

Mr. Bryan provided an update regarding various Airport projects including the Customs Facility, EMAS and the new airport vehicle.

### **AUTHORITY MEMBERS REQUESTS AND REPORTS**

Mr. Folden asked Mr. Bryce Wagner, Resident Project Engineer for Ricondo and Associates, Inc. to provide an additional update on the Customs Facility.

Ms. Budd recognized an effective budget process and thanked Mr. Nobles and Ms. Bennett for their diligence..

Mr. Pollack requested an update on the status of the Airport Road expansion project. He noted that FXE is advertising on National Public Radio for their Customs Facility and requested an updated on the status of the Customs User Fees and the drug and alcohol policy.

Ms. Bennett stated that the widening of Airport Road and other objectives will be evaluated in conjunction with the Capital Improvement Plan. Ms. Bennett recognized that, per the Board's direction, the Customs User Fees will be discounted at 50% for the first three months and Airport Management is working with Green Integrated Marketing to develop a robust marketing campaign for the new facility.

Mr. Folden stated that the drug and alcohol policy has not been finalized as of yet. Mr. Fogel suggested that the drug and alcohol policy be discussed at the next Board Workshop.

### **PUBLIC INPUT**

Ms. Kathleen Grace, 758 Gloucester St, Boca Raton, spoke regarding concerns with noise and air traffic in the NE Boca area. Ms. Bennett invited Ms. Grace to contact her directly so that she could address her concerns..

Mr. Neil Haynie provided comment on the Board Meeting.

### **OTHER BUSINESS**

Mr. Fogel requested that staff look into alternative dates for the September and December board meetings.

### **MISCELLANEOUS**

The next regularly scheduled meeting is Tuesday, September 19, 2017 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

### **ADJOURNMENT**

Meeting adjourned at 8:57 p.m.

\_\_\_\_\_  
Mitchell Fogel, Chair

\_\_\_\_\_  
Date



# Memo

To: Mitchell Fogel, Chair and Board Members  
From: Ariadna Camilo, Finance and Administration Manager  
Date: September 19, 2017  
RE: **Financial Report – August 2017**

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## **AGENDA ITEM – VII – A**

Airport Management will provide an overview of the Financial Report for the eleven months ending August 31, 2017.

Total Operating Revenues as of August 31, 2017 were \$3,267,646, an increase of \$105,946 or 3.4% to budget. This increase in revenue year to date is attributable to increased Fuel Flowage revenue.

Total Capital Contributions as of August 31, 2017 were \$2,751,999.

Total Operating Expenses as of August 31, 2017 were \$1,936,524 a decrease of \$420,672 or 17.8% compared to budget. Significant variances in expenses compared to budget for the eleven months ending August 31, 2017 are as follows:

- Personnel Expenses are down \$151,217 or 15.8% to budget.
- Professional Services expenditures are down \$150,202 or 46.5% to budget, primarily due to expenses being lower than anticipated.
- Legal Service year to date are detailed below. Due to Hurricane Irma, Legal Service expenditures for the month of August are not available in time for the August 2017 financial report.



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUGUST	TOTAL
<b>GENERAL</b>	\$ 8,907	\$ 14,542	\$ 15,521	\$ 24,835	\$ 10,155	\$ 15,945	\$ 16,402	\$ 5,507	\$ 7,711	\$ 3,914	\$ -	\$ 123,437
<b>BOARD</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,430	\$ -	\$ 1,430
<b>CUSTOMS</b>	\$ -	\$ -	\$ 125	\$ 390	\$ -	\$ -	\$ 390	\$ 780	\$ -	\$ 728	\$ -	\$ 2,413
<b>EMAS</b>	\$ 250	\$ 257	\$ -	\$ 885	\$ 1,826	\$ -	\$ -	\$ -	\$ -	\$ 598	\$ -	\$ 3,816

Total Capital Expenditures as of August 31, 2017 were \$6,544,966. The majority of Capital Expenditures were attributable to Task 40 – Customs Facility and Task 42 – EMAS of the Capital Improvement Program. Of the total \$6,544,966 in Capital Expenditures, \$6,229 were attributable to project-related legal fees, while \$106,309 were attributable to Capital Outlay purchases of airfield equipment, information systems equipment and an airport vehicle.



**Boca Raton Airport Authority**  
**Income Statement: Budget Variance Summary**  
**For the Eleven Months Ending August 31, 2017**  
 (unaudited)

**Summary Results**

	FY 2017 Annual Budget	FY 2017 August Actual	FY 2017 August Budget	Variance FY 2017 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 3,449,127	\$ 3,267,646	\$ 3,161,700	\$ 105,946	3.4%
Operating Expenses	\$ 2,571,487	\$ 1,936,524	\$ 2,357,196	\$ (420,672)	-17.8%
<b>Operating Income/(Loss) before depreciation</b>	<b>\$ 877,640</b>	<b>\$ 1,331,122</b>	<b>\$ 804,504</b>	<b>\$ 526,618</b>	<b>65.5%</b>
Depreciation	\$ 1,327,849	\$ 1,217,195	\$ 1,217,195	\$ -	0.0%
<b>Net Income/(Loss)</b>	<b>\$ (450,209)</b>	<b>\$ 113,927</b>	<b>\$ (412,691)</b>	<b>\$ 526,618</b>	<b>-127.6%</b>
Capital Contributions	\$ 9,207,633	\$ 2,751,999			
<b>Change in Net Assets</b>	<b>\$ 10,085,273</b>	<b>\$ 4,083,121</b>			



**Boca Raton Airport Authority**  
**Actual Revenue Results Versus Budget**  
**For the Eleven Months Ending August 31, 2017**  
(unaudited)

**Revenue Summary**

	FY 2017 Annual Budget	FY 2017 August Actual	FY 2017 August Budget	Variance FY 2017 Actual vs. Budget	
				Dollars	Percent
Rent Revenues	\$ 2,840,927	\$ 2,621,236	\$ 2,604,183	\$ 17,053	0.7%
Fuel Flowage Fees	\$ 425,000	\$ 521,260	\$ 389,583	\$ 131,677	33.8%
Interest Income	\$ 58,500	\$ 47,934	\$ 53,625	\$ (5,691)	-10.6%
Customs Facility Revenue	\$ 36,000	\$ -	\$ 33,000	\$ (33,000)	-100.0%
Other Revenues	\$ 88,700	\$ 77,216	\$ 81,308	\$ (4,092)	-5.0%
<b>Total Operating Revenues</b>	<b>\$ 3,449,127</b>	<b>\$ 3,267,646</b>	<b>\$ 3,161,700</b>	<b>\$ 105,946</b>	<b>3.4%</b>
FDOT Grants	\$ 2,487,633	\$ 408,509			
FAA Grants	\$ 6,720,000	\$ 2,343,490			
<b>Total Capital Contributions</b>	<b>\$ 9,207,633</b>	<b>\$ 2,751,999</b>			



**Boca Raton Airport Authority**  
**Actual Expense Results Versus Budget**  
**For the Eleven Months Ending August 31, 2017**  
(unaudited)

**Expense Summary**

	FY 2017 Annual Budget	FY 2017 August Actual	FY 2017 August Budget	Variance FY 2017 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 1,046,654	\$ 808,216	\$ 959,433	\$ (151,217)	-15.8%
Professional Services	\$ 352,000	\$ 172,646	\$ 322,667	\$ (150,020)	-46.5%
Operating Expenses	\$ 239,339	\$ 209,807	\$ 219,394	\$ (9,587)	-4.4%
Airport Operations	\$ 461,691	\$ 375,358	\$ 423,217	\$ (47,859)	-11.3%
Insurance Expense	\$ 181,711	\$ 126,151	\$ 166,568	\$ (40,417)	-24.3%
ATCT Facility	\$ 51,432	\$ 42,682	\$ 47,146	\$ (4,464)	-9.5%
Customs Facility	\$ 77,808	\$ 2,027	\$ 71,324	\$ (69,297)	-97.2%
Marketing & Special Events	\$ 160,852	\$ 149,345	\$ 147,448	\$ 1,898	1.3%
Projects	\$ -	\$ 50,292	\$ -	\$ 50,292	100.0%
<b>Total Operating Expenses</b>	<b>\$ 2,571,487</b>	<b>\$ 1,936,524</b>	<b>\$ 2,357,196</b>	<b>\$ (420,672)</b>	<b>-17.8%</b>
Capital Outlay	\$ 200,500	\$ 106,309			
Capital Improvement Program	\$ 10,109,541	\$ 6,438,657			
<b>Total Capital Expenditures</b>	<b>\$ 10,310,041</b>	<b>\$ 6,544,966</b>			



**Boca Raton Airport Authority**  
**Balance Sheet Summary**  
**August 31, 2017**  
(unaudited)

**Summary Results**

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 486,612	Accounts Payable	\$ 474,917
Receivables	\$ 93,869	Due to Other Governments	\$ -
Due From Other Governments	\$ 461,254	Compensated Absences, short-term	\$ 19,348
Money Markets	\$ 1,066,845	Deferred Rent Income	<u>\$ 159,310</u>
Certificates of Deposit	\$ 3,608,256	<b>Total Current Liabilities</b>	<b>\$ 653,575</b>
Certificates of Deposit, Restricted	\$ 182,228	Non-Current Liabilities	
Other Assets	<u>\$ 138,711</u>	Security Deposits	\$ 167,879
<b>Total Current Assets</b>	<b>\$ 6,037,775</b>	Compensated Absences, long-term	<u>\$ -</u>
Non-Current Assets		<b>Total Non-Current Liabilities</b>	<b>\$ 167,879</b>
Rent Receivable	\$ 494,644	<b>Total Liabilities</b>	<u><u>\$ 821,454</u></u>
Capital Assets		Capital	
Land	\$ 1,791,886	Florida Operations Trust Fund	\$ 267,950
Avigation Easements	\$ 4,835,961	Retained Earnings	\$ 31,463,161
Project in Progress	\$ 18,825,285	Contributed Capital - Federal	\$ 317,029
Buildings	\$ 2,854,224	Contributed Capital - State	\$ 6,430,281
Land Procurement	\$ 955,070	Net Income	<u>\$ 2,865,926</u>
Leasehold Improvements	\$ 8,220,981	<b>Total Capital</b>	<b>\$ 41,344,347</b>
Furniture, Fixtures, and Equipment	\$ 2,751,534	<b>Total Liabilities &amp; Capital</b>	<u><u>\$ 42,165,801</u></u>
Infrastructure	\$ 13,646,351		
Less Accumulated Depreciation	<u>\$ (18,247,910)</u>		
<b>Total Non-Current Assets</b>	<b>\$ 36,128,026</b>		
<b>Total Assets</b>	<u><u>\$ 42,165,801</u></u>		



# Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: September 19, 2017

RE: **Boca Aircraft Owners, Inc. – Tenth Amendment to Lease Agreement**

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## **AGENDA ITEM – VIII – A**

Negotiations with Boca Aircraft Owners. have concluded and both parties have agreed to the terms incorporated into the attached Tenth Amendment to Lease Agreement.

Airport Management and Legal Counsel recommend Board approval of the Tenth Amendment to Lease Agreement between the Boca Raton Airport Authority and Boca Aircraft Owners, Inc. via Resolution No. 09-27-17.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION NO. 09-27-17**

**A Resolution of the Boca Raton Airport Authority further amending the Lease and Operating Agreement with Boca Aircraft Owners, Inc.**

**WHEREAS**, The Boca Raton Airport Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport;

**WHEREAS**, the Authority entered into a Lease and Operating Agreement with Boca Aircraft Owners, Inc. on or about October 5, 1983, and the parties have amended that Lease nine times, (collectively, the "Lease"); and

**WHEREAS**, the Lease provides that the ownership of Hangars One through Five reverts to the Authority on April 30, 2017; and

**WHEREAS**, the Lease further provides that the parties negotiate for a period of one hundred twenty (120) days regarding the setting of a rental rate and adjustments thereto, reflecting the Authority's ownership of the Hangars; and

**WHEREAS**, the Lease provides that the parties enter arbitration if the rental rate cannot be agreed to in the one hundred twenty (120) day negotiation period; and

**WHEREAS**, on April 26, 2017, the Eighth Amendment to the Lease was approved by the Authority to extend the negotiation period for three months, and

**WHEREAS**, on July 28, 2017 the Ninth Amendment to the Lease was approved by the Authority to extend the negotiation period until August 9, 2017, and

**WHEREAS**, negotiations with Boca Aircraft Owners on a Tenth Amendment to determine fair market value of rent for Hangar Buildings One through 6 have successfully concluded; and

**WHEREAS**, the Authority has determined that it is in the best interest of the Airport to enter into a Tenth Amendment to Lease Agreement with Boca Aircraft Owners.

**NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19<sup>th</sup> DAY OF SEPTEMBER 2017, AS FOLLOWS:**

- 1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.**
- 2. The Authority hereby agrees to the terms of the Tenth Amendment to Lease Agreement, which includes a process for determining the fair market value of rent for Hangar Buildings 1 through 6, as well as a method for determining the rent for Buildings 7 and 8 and insurance obligations.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to complete negotiation and drafting of the Tenth Amendment to be brought before the Authority for further approval at the September 2017, Authority meeting, consistent with the intent of this Resolution No. 09-27-17.**

4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution No. 09-27-17.

ADOPTED by the Boca Raton Airport Authority, this 19<sup>th</sup> day of September 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY

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**Randy Nobles**  
**Secretary Treasurer**

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**Mitchell Fogel**  
**Chair**



**TENTH AMENDMENT TO THE OCTOBER 5, 1983 LEASE AND OPERATING  
AGREEMENT BETWEEN THE BOCA RATON AIRPORT AUTHORITY, LESSOR,  
AND BOCA AIRCRAFT OWNERS, INC., LESSEE**

THIS TENTH AMENDMENT (the "Amendment") to the Lease and Operating Agreement is made and entered into as of September \_\_\_\_\_, 2017 (the "Effective Date") by and between the BOCA RATON AIRPORT AUTHORITY, a body politic and corporate, having an office at 903 NW 35th Street, Boca Raton, Florida 33431 (the "Lessor") and BOCA AIRCRAFT OWNERS, INC., a Florida corporation, having an office at 1651 NW 1st Court, Boca Raton, Florida 33432 (the "Lessee").

W I T N E S S E T H :

WHEREAS, the Lessor and Lessee entered into a Lease and Operating Agreement dated October 5, 1983 ("Initial Lease"), as amended by a First Amendment dated March 5, 1986 ("First Amendment"), a Second Amendment dated May 6, 1986 ("Second Amendment"), a Third Amendment dated December 9, 1987 ("Third Amendment"), a Fourth Amendment dated March 9, 1992 ("Fourth Amendment"), a Fifth Amendment dated March 9, 1992 ("Fifth Amendment"), a Sixth Amendment dated May 22, 1996 ("Sixth Amendment"), a Seventh Amendment dated as of July 1, 1996 ("Seventh Amendment"), an Eighth Amendment dated May 1, 2017 ("Eighth Amendment"), and a Ninth Amendment dated July 28, 2017 ("Ninth Amendment") (collectively, the "Lease"); and

WHEREAS, the Lease provided for the reversion of ownership of all structures and improvements existing on the Leased Premises, including all additions thereto, installed or paid for by the Lessee on Effective Date to Lessor; and

WHEREAS, the Lease required that rent for the reverted structures and improvements be negotiated between the parties in good faith; and

WHEREAS, the parties have negotiated in good faith to determine the fair market value for the rent of the reverted improvements; and

WHEREAS, the parties agree and acknowledge that Lessee has a history of excellent maintenance of the Leased Premises during the Lease Term, which Lessee hereby commits to continue, and Lessee anticipates significant capital investment will be required to maintain the Leased Premises in an equivalent condition during the remainder of the Lease Term; and

WHEREAS, the parties agree that the rental methodology set forth below constitutes a fair market value rental rate for the real property and improvements thereto, considering the age and condition of the buildings and other improvements, the rates being paid for similar property and uses by any other aviation tenant on the Boca Raton Airport, the Lessee's excellent maintenance history and commitments to maintain the Leased Premises in "first class condition" as required by the Lease, and other market information; and

WHEREAS, the Lessor and Lessee desire to further modify and amend the Lease as hereinafter set forth.

1. Recitals. The foregoing recitals are true. Capitalized terms that are not otherwise defined in this Amendment will have the same meaning as given to them in the Lease. Lessor and Lessee acknowledge and agree that, to the best of their actual knowledge, (i) there are no events of default under the Lease as of the date hereof with respect to either Lessor or Lessee, (ii) both Lessor and Lessee are in compliance with the terms, conditions and obligations set forth in the Lease, and (iii) all construction obligations with respect to the leasehold improvements as required under the Lease have been fulfilled and complied with as of the Effective Date.

2. Term. Lessor and Lessee confirm that Article I of the Lease is hereby modified in its entirety such that the Termination Date of the Lease and the term of the Lease, as set forth in Article I of the Lease, shall occur and expire on September 30, 2031, unless terminated on an earlier date in accordance with the terms of the Lease, as modified by this Amendment.

3. Leased Premises.

- a. The term “Premises” or “Leased Premises”, as used in Article II of the Lease, and throughout the Lease, shall pertain to the real property that is described on attached Exhibit “A”, together with all leasehold improvements located thereon, and together with the right of ingress and egress in favor of Lessee as further described in the Lease. The legal description of the real property that is attached to this Amendment as Exhibit “A” hereby replaces all corresponding and related exhibits in the Lease.
- b. The term “Improved Rent Premises” as used herein shall pertain to the real property consisting of and related to the real property upon which Buildings 1 through 6 are located, as described in the Sketch attached as Exhibit A-1, as well as the leasehold improvements located thereon. The term “Improved Rent Premises” is intended to include both the real property upon which the Buildings 1 through 6 are directly situated as well as the real property that serves those buildings, as reflected in the Sketch, attached as Exhibit A-1.
- c. The term “Ground Rent Premises” as used herein shall pertain to the real property related to Buildings 7 and 8, as described in the Sketch attached as Exhibit A-2, exclusive of the leasehold improvements therein. The term “Ground Rent Premises” is intended to include both the real property upon which the Buildings 7 and 8 are directly situated as well as the real property that serves those buildings, as reflected in the Sketch, attached as Exhibit A-1.
- d. Article II C. of the Lease is hereby modified to add the following:

C.2. Lessee, at Lessee’s sole cost and expense, will continue to maintain and reasonably repair the leasehold improvements located on or about the Leased Premises, including without limitation Building A-6, in good order and condition similar to the condition existing as of the Effective Date in accordance with the terms of the Lease, ordinary wear and tear excepted taking into consideration the age and design of the leasehold improvements. As of the Effective Date, Lessor shall no longer be obligated to maintain Building A-6, except as otherwise provided in the Lease.

4. Rights and Obligations.

Lessor hereby acknowledges and agrees that Lessee shall continue to be permitted to operate the Leased Premises in accordance with its existing use as a T-Hangar operation, and that Lessee and its agents, employees, subtenants and invitees, shall continue to have vehicular, pedestrian and aircraft ingress and egress to the Leased Premises substantially in the manner and condition existing as of the Effective Date.

Lessee hereby acknowledges and agrees that, commencing as of the Effective Date, it shall make commercially reasonable good faith efforts to rent each Building and each Hangar on or in the Leased Premises for fair market value.

5. Leasehold Improvements.

a. Lessor and Lessee acknowledge and agree that prior to the date hereof, they have conducted a visual, walkthrough inspection of the Leased Premises and the leasehold improvements. Lessor and Lessee accept and approve such leasehold improvements in their "AS IS" and "WHERE IS" condition, without any representation or warranty to the other with respect to the condition thereof.

b. On the Termination Date or any other earlier termination of the Lease in accordance with the terms of the Lease, Lessee will surrender the Leased Premises in substantially the same condition as the Leased Premises and the improvements thereon are as of the Effective Date, ordinary wear, tear and casualty excepted taking into consideration the age and design of the leasehold improvements.

c. The leasehold improvements with respect to Buildings 1 through 5 as described on attached Exhibit "A" have been conveyed and transferred to Lessor on or about May 1, 2017. Furthermore, Lessor and Lessee acknowledge and agree that all other structures and improvements to the Leased Premises that pertain to, or service, Building 7 and Building 8 as reflected on attached Exhibit "A", and any other additions and improvements to all or any portion of the Leased Premises after the Effective Date, shall revert to the Lessor on September 30, 2031, or on any earlier termination date of the Lease, as amended by this Amendment. All such structures and improvements to the Leased Premises, including any additions thereto, shall be conveyed to the Lessor by Absolute Bill of Sale, free and clear of all encumbrances and liens. On or before March 1, 2031, Lessee shall, at its sole cost and expense, provide to Lessor an Owners Title Insurance Commitment in the amount of the structures and improvements comprising Building 7 and Building 8, and any additions and improvements thereto (valued as of the date thereof), insuring Lessor against loss or damage for all liens and encumbrances, with an owners title insurance policy to be issued upon delivery of the Absolute Bill of Sale described above.

6. Payments. Article VI A. and B. of the Lease, and any corresponding provisions of the subject amendments to the Lease, are hereby deleted in their entirety and replaced by the rent payment schedule attached hereto as Schedule A.

7. Insurance. Article VIII of the Lease is hereby amended as follows:
- a. During the term of the Lease, Lessee will obtain and maintain casualty and property insurance, at Lessee's sole cost and expense, as required under the terms of the Lease with respect to all of the leasehold improvements located within the Leased Premises, including without limitation Building A-6, and such insurance shall name both Lessor and Lessee as insureds, as their respective interests may appear, and shall provide that both Lessor and Lessee are the loss payees thereunder. The liability insurance carried by Lessee may also include Lessee's manager, currently Fairman & Associates Inc., as an additional insured. Notwithstanding the foregoing, Lessor will not be named as a loss payee with respect to the casualty insurance for Buildings A-7 and A-8. As of the Effective Date, Lessor shall no longer be obligated to provide or maintain insurance with respect to Building A-6. On or about the Effective Date, Lessee will provide Lessor with certificates evidencing the insurance maintained under the terms of the Lease, as amended by this Amendment. Such policies, or duly executed certificate of insurances reflecting all the requirements hereunder, will be promptly delivered to Lessor, and renewals thereof as required will be delivered to Lessor, as soon as reasonably possible prior to the expiration of the respective policies.
  - b. For insurance purchased by Lessor for Building A-6, the Lessor will cancel the policy upon proof of new insurance obtained by Lessee for Building A-6 and will invoice Lessee for the cost of existing insurance on Building A-6 only for period between May 23, 2017 and the effective date of the new policy obtained by Lessee.
  - c. The parties agree that the original lease requirement set forth in Article VIII, Section A, for the amount of insurance to be the full replacement value of the leasehold improvements, and for that value amount to be updated annually by an independent appraiser, approved by Lessor and paid by Lessee, shall remain in full force and effect.
  - d. Lessor and Lessee agree that the Lessee shall be responsible for the payment of any insurance deductible in the event of any casualty covered by such insurance. Lessee shall maintain a reserve for the amount of any such insurance deductible in an operating bank account maintained by Lessee. Lessee will provide Lessor with Lessee's bank statement to evidence such reserve in an amount sufficient to pay any insurance deductible annually at the same time that Lessee provides Lessor with proof of insurance and copies of the insurance policies, as required herein.
  - e. In the event of a compensable loss, the proceeds of such insurance pertaining to Buildings A-1 through A-6 shall be held in escrow by Lessor for the sole and express purpose of repairing and/or replacing leasehold improvements, as may be necessary to return the Leased Premises to its original condition as of the Effective Date, ordinary wear and tear excepted, and to the extent of the proceeds of such insurance, except as otherwise provided herein. Lessor will not unreasonably withhold or delay its consent for disbursements from such account for the foregoing purpose. Lessor shall provide its approval or disapproval (with reasonable detail of the

reasons for disapproval) for a disbursement request within ten (10) business days after Lessee provides to Lessor a written request for a disbursement from such account. Each disbursement request shall be accompanied by a draw request from Lessee's contractor for disbursements under its construction contract, together with the following supporting documentation: (i) a copy of Lessee's construction contract with a licensed general contractor; (ii) plans and specifications for the repair and restoration; and (iii) copies, if required, of all governmental permits required in connection with any such repair and restoration. Once an item of such supporting documentation is approved by Lessor, such approved supporting documentation will not be required to be submitted with any further disbursement requests unless there is a change, update, addition or amendment to any such supporting documentation that was previously approved by Lessor. The written disbursement request and such supporting documentation shall be reviewed and approved or disapproved by Lessor's Executive Director with concurrence from Lessor's Secretary/Treasurer, and the Executive Director is hereby delegated the authority to make such disbursements under the conditions provided herein.

- f. The parties agree that with respect to any such repair and restoration, Lessee shall be responsible for the coordination and completion of the repair and restoration of the leasehold improvements, provided such insurance proceeds are made available for repair and restoration, and Lessee will proceed with reasonable promptness to repair and restore the same to its prior existing condition, subject to delays for insurance adjustments, delays in disbursements from the escrow described in Section 7.e. above caused by Lessor, and other matters beyond Lessee's control, and also subject to zoning laws and building codes then in effect.
- g. If Lessee has not commenced the repair or replacement of such improvements within 120 days from the date of such damage or destruction, which date shall be extended for delays for insurance adjustments and payment of insurance proceeds, delays in disbursements from the escrow described in Section 7.e. above caused by Lessor, issuance of building permits, reasons of force majeure and other matters beyond Lessee's control, and if such repair and replacement has not been completed within a reasonable time after commencement, Lessor shall, upon providing Lessee with prior written notice, have the right to cause the repair and/or replacements to be made, as required to restore the Leased Premises to its original condition existing as of the Effective Date, ordinary wear and tear excepted, and to the extent the cost of such repairs are covered by the insurance proceeds. Such 120 day period will be extended on a daily basis for each day that there is a delay as described herein.
- h. The parties agree that, if Lessee has not commenced the repair or replacement of such improvements within 120 days from the date of such damage or destruction, subject to delays as described in Section 7.g. above, and if such repair and replacement has not been completed within a reasonable time after commencement, Lessor shall suffer lost rental value and other damages that are not readily ascertainable. Therefore, the parties agree that Lessor shall have the right to recover from Lessee liquidated

damages for every day the repair or replacement is not commenced as required herein, subject to delays as described in Section 7.g. above. Liquidated damages shall be equal to the daily rental value of each hangar subject to the loss, on a percentage basis calculated in accordance with the rent payment schedule attached hereto as Schedule A by determining the daily rental value of the hangar(s) based on gross rents received in the month preceding the event of loss, after deducting rent that is being paid to Lessor and any proceeds received by Lessor from Lessee's insurance company. Such 120 day period will be extended on a daily basis for each day that there is a delay as described herein.

- i. If the repair and/or restoration of leasehold improvements are not reasonably capable of being completed on or before the end date of the Lease Term, the applicable party shall not be obligated to use such insurance proceeds for repairs and/or restoration, as applicable, and the insurance proceeds or any remainder thereof shall be delivered to the Lessor in compensation for the loss of the leasehold improvements. In the event that the repair and restoration of leasehold improvements are not reasonably capable of being completed on or before the end date of the Lease Term, the Lease shall be terminated by written notification of the applicable party that the necessary repairs and/or restoration cannot reasonably be made within the remaining Lease Term, without further penalty or obligation to either party, except the insurance proceeds, or any remainder thereof, shall be retained by the Lessor.
- j. Even if the repairs and/or restoration of the leasehold improvements are capable of being made by the end of the Lease Term, where the compensable loss occurs in the last five years of the Lease Term, the Lessor and Lessee may jointly agree in writing that repair and/or restoration of the leasehold improvements is not practicable or otherwise in the best interest of the parties and may choose to terminate the Lease without further penalty or obligation to either party, except the insurance proceeds, or any remainder thereof, shall be retained by the Lessor.

8. Assignment. With respect to Article XII of the Lease, Lessor hereby acknowledges that Lessee has disclosed to Lessor the current ownership of Lessee's corporate stock, and that Lessee shall have the right to continue to rent its hangars in its ordinary course of business.

9. Relationship of Parties. Nothing contained in this Tenth Amendment, or the Lease, shall constitute or be construed to be or create a partnership or joint venture between Lessor, its successors or assigns and Lessee, its successors or permitted assigns. The relationship between Lessor and Lessee is, and at all times shall remain, that of landlord and tenant.

10. Miscellaneous. In order to further clarify the revisions to the Lease described in this Amendment, the following provisions of the Lease are hereby deleted: (i) Article I, Article II A. and B. and Article III B.10 of the Initial Lease; (ii) Articles I, II, V, VI, Article XVII O. and the exhibits of the First Amendment; (iii) Exhibit "A" to the First Amendment and the Fourth Amendment; (iv) Articles I, II, V and VI of the Third Amendment; (v) Articles II and VI of the Fourth Amendment; (vi) Articles II, V, VI, and Article XVII N., O., P. and Q. of the Fifth Amendment; and (vii) Paragraphs 1, 3, 4, 5, 6, 7, 8 and 9 of the Seventh Amendment.

11. Ratification. All terms and conditions of the Lease, as amended, including the nine (9) prior amendments, except as modified by this Amendment, are hereby ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have caused their official seals to be affixed by the hands of their proper officers on the day and year first above written.

WITNESSES:

“LESSOR”

BOCA RATON AIRPORT AUTHORITY,  
a body politic and corporate created under  
Chapter 82-259, Laws of the State of Florida

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)

“LESSEE”

BOCA AIRCRAFT OWNERS, INC.,  
a Florida corporation

WITNESSES:

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)

By: \_\_\_\_\_  
Harry Whittle, President

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_ day of September, 2017, by \_\_\_\_\_, Chairman of Boca Raton Airport Authority, a body politic and corporate created under Chapter 82-259, Laws of the State of Florida, ( ) who is personally known to me OR ( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_ day of September, 2017, by Harry Whittle, President of Boca Aircraft Owners, Inc., a Florida corporation, on behalf of the corporation, ( ) who is personally known to me OR ( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:



## SCHEDULE A

### RENT PAYMENT SCHEDULE

1. Commencing on October 1, 2017, and continuing for each calendar month of the Lease Term thereafter, Lessee shall pay to Lessor in advance and on or before the first calendar day of each month the “Estimated Percentage Rent for Buildings A-1 through A-6”, as defined below, for the rental of Buildings A-1 through A-6. The Percentage Rent for Buildings A-1 through A-6 shall be reconciled and paid as set forth in Paragraph 4, below. No additional rent, including but not limited to “ground rent,” “land rent,” or “bonus rent” shall be due for Buildings A-1 through A-6.
2. Commencing on October 1, 2017, and continuing for each calendar month of the Lease Term thereafter, Lessee shall pay to Lessor in advance and on or before the first calendar day of each month “Land Rent for Buildings A-7 and A-8,” as defined below.
3. Rent Payment for Negotiation Period: On or before October 1, 2017, pursuant to the terms of the Ninth Amendment, Lessee shall pay to Lessor the sum of \$ \_\_\_\_\_ as the total additional rent for the months of May, June, July, August and September of 2017 representing the differential rent required from Lessee as detailed in the Ninth Amendment. This total additional rent will include the “Estimated Percentage Rent for Buildings A-1 through A-6” and the “Land Rent for Buildings A-7 and A-8” as described in Sections 5.B. and 5.D. below. The additional rent payable under this Section shall be audited in the same manner as set forth in Section 5.F, below, and underpayments or overpayments shall be handled in the manner identified therein.
4. Reconciliation of Percentage Rent for Buildings A-1 through A-6: An Audited Financial Report, as defined below, reflecting actual gross rent receipts, itemized by building for Buildings A-1 through A-6, shall be due from the Lessee to the Lessor for the 12 month-period ending December 31st of each year by March 15 of that next year. Lessee will provide unaudited versions of such financial reports to Lessor on or before January 31 of such applicable year. The initial Audited Financial Report will be for the months of May through December of 2017. The audited financial report shall show how much of the Percentage Rent for Buildings A-1 through A-6 has been paid by Lessee to the Lessor during the reporting period. Amounts that are due under the “Percentage Rent for Buildings A-1 through A-6” formula but have not been paid shall be due from the Lessee to the Lessor within thirty calendar days of receipt of the financial report. Amounts that have been overpaid by Lessee to the Lessor under the “Percentage Rent for Buildings A-1 through A-6” formula shall be paid by the Lessor to the Lessee within thirty calendar days of receipt of the financial report.
5. Definitions:

A. The term “Gross Rent from Buildings A-1 through A-6” shall be the gross rent received by Lessee with respect to Buildings A-1 through A-6, excluding (i) sales taxes and other similar taxes paid to governmental authorities; (ii) tenant security deposits; (iii) late fees and

charges received by Lessee from tenants; (iv) that portion of prepaid rent received from tenants that is not applicable to the month for which the gross rent is being calculated; and (v) amounts recovered from tenants in any legal proceeding. Gross rent shall be determined by the amounts reflected in Lessee's financial statements certified by an officer of Lessee, and based on actual rent received on a per building basis.

B. The term "Estimated Percentage Rent for Buildings A-1 through A-6" shall mean the payment due from Lessee to Lessor on a monthly basis based upon 40% of the second preceding month total of "Gross Rent from Buildings A-1 through A-6". By way of example, the "Percentage Rent for Buildings A-1 through A-6" due on October 1, 2017, will be equal to 40% of the "Gross Rent from Buildings A-1 through A-6" for the month of August, 2017. Lessee will provide a copy of the financial documents and statements certified by an officer of Lessee used to determine each payment of Percentage Rent for Buildings A-1 through A-6. Lessee shall also provide Lessor with such other financial information as Lessor may reasonably request to confirm such gross rent. Lessor shall also have the right, upon reasonable advance notice to Lessee, to review Lessee's books and records to confirm such gross rent.

C. The term "Percentage Rent for Buildings A-1 through A-6" shall mean the payment due from Lessee to Lessor on a monthly basis based upon 40% of the total of "Gross Rent from Buildings A-1 through A-6".

D. The term "Land Rent for Buildings A-7 and A-8" shall be calculated utilizing the ratio of Phase IV (63,680 square feet) to the sum of Phases I, II, III and IV (333,829 square feet), and multiplying such ratio by the current monthly land rent to obtain the fraction of the land rent that applies to Buildings A-7 and A-8. "Land Rent for Buildings A-7 and A-8" shall be the only land rent owed by Lessee under this Lease and shall continue to adjust by the CPI U in accordance with the terms of the Lease. The monthly payment of "Land Rent for Buildings A-7 and A-8" commencing May 1, 2017 shall be \$1,290.22, and shall adjust to a monthly payment of \$1,311.29 commencing July 1, 2017. On or before October 1, 2017, pursuant to the terms of the Lease, Lessee shall pay to Lessor the sum set forth in Section 3 of this Schedule A, which sum shall include the differential rent required from the Lessee for the retroactive CPI adjustment effective 07/01/17. Land Rent for Buildings A-7 and A-8 shall be adjusted upward (but not downward) by the "CPI U" in accordance with the terms of the Lease. If the CPI U is discontinued, the then currently accepted comparable index shall be used.

E. The current item of rent known as "Rent for Building A-6" is hereby deleted.

F. "Audited Financial Report" shall mean an audit that Lessee, at Lessee's cost, shall cause to be completed for each fiscal year ending December 31st during the Lease Term of its accounting transactions related to its operations under the Lease for such fiscal year by an independent Certified Public Accountant, reasonably acceptable to Lessor. The audit will pertain to the Certified Public Accountant's review of the reconciliation of gross rents received by Lessee for Buildings A-1 through A-6 for such fiscal year. The Audited Financial Report shall be accompanied by the opinion of such independent Certified Public Accountant in accordance with the provisions of Statement of Auditing Standards in substantially the following form:

“We have examined the Lessee’s statement of gross rent from Buildings A-1 through A-6 for the year ended December 31, 20\_\_\_. Our examination was made in accordance with generally accepting auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances. In our opinion, the statement of Gross Rent from Buildings A-1 through A-6 presents fairly the gross rents received for Buildings A-1 through A-6 for the year ended December 31, 20\_\_\_, on the basis specified in the Lease.”

The audit report will not contain a qualified opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency.

**EXHIBIT "A"**  
**REAL PROPERTY**

**EXHIBIT "A-1"**

**EXHIBIT "A-2"**



# Memo

To: Mitchell Fogel, Chair and Authority Members  
From: Robert Abbott, Operations Coordinator  
Date: September 19, 2017  
RE: **Operations and Noise Abatement Report, August 2017**

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## **AGENDA ITEM – IX- A**

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of August. This report is derived from the Air Traffic Control Tower operations report. These operations do not include night time flights, due to the tower being closed from 11:00 pm - 7:00 am.

During the month of August there were 4,907 operations reported by the Tower, which is six percent (6%) more than the operations reported in August 2016.

There were three (3) noise related call received on the Airport Authority Noise Hotline during the month.

Deliveries of Jet A fuel to the airport in August were five percent (5%) less than August of the previous year. Av Gas deliveries were 0.3% more than August of the previous year.

BOCA RATON AIRPORT AUTHORITY

# OPERATIONS AND NOISE ABATEMENT REPORT



**AUGUST  
2017**

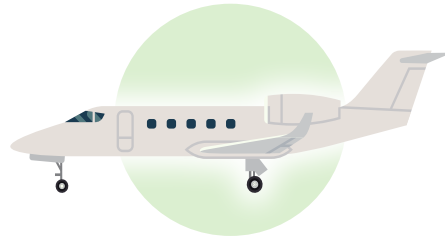


AUGUST 2017

# OPERATIONS REPORT



**41%**  
**TRAINING**



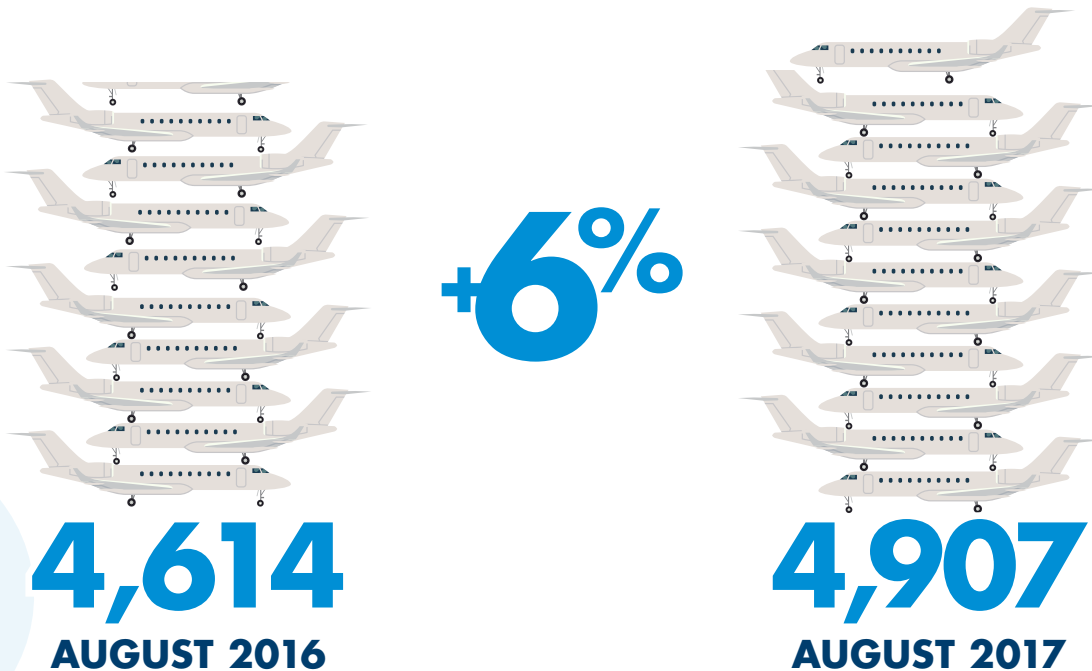
**25%**  
**IFR**



**34%**  
**VFR**

## OPERATIONS BREAKDOWN

**Chart 1:** Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.



## TOWER OPERATIONS

1 PLANE = 500 OPERATIONS

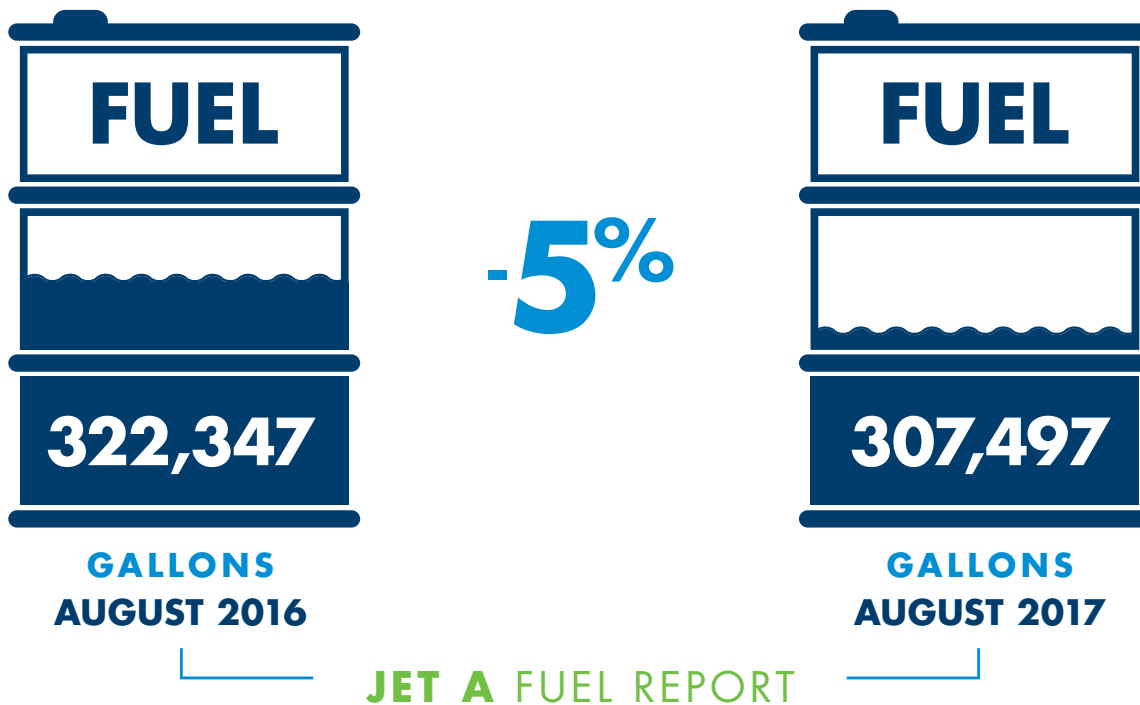
**Chart 2:** August 2017 operations compared to August 2016 tower operations.

### ABBREVIATIONS:

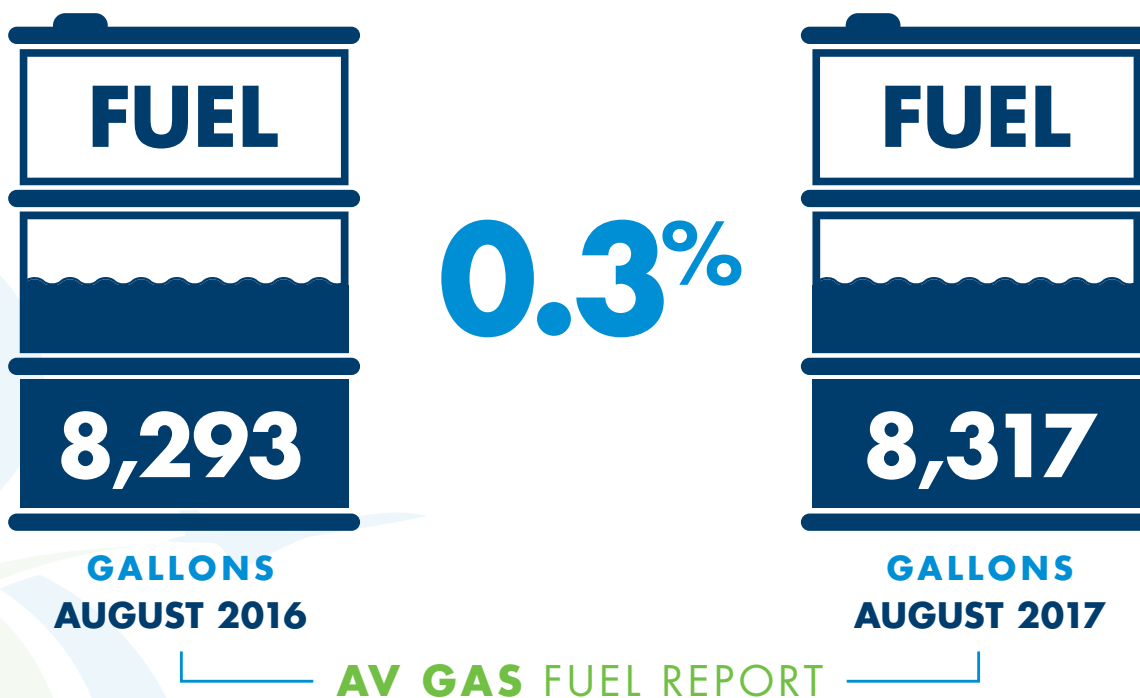
*IFR (Instrument Flight Rules): Planes flying on an instrument flight plan - Primarily jets. VFR (Visual Flight Rules): - Primarily propeller aircraft.  
TFR (Temporary Flight Restriction): Airspace flight restriction imposed by the Federal Aviation Administration (FAA) when there is a government VIP or special event in the area.*

AUGUST 2017

# OPERATIONS REPORT



**Chart 3:** Month of August 2017 deliveries of Jet A in gallons compared to August 2016 deliveries of Jet A.

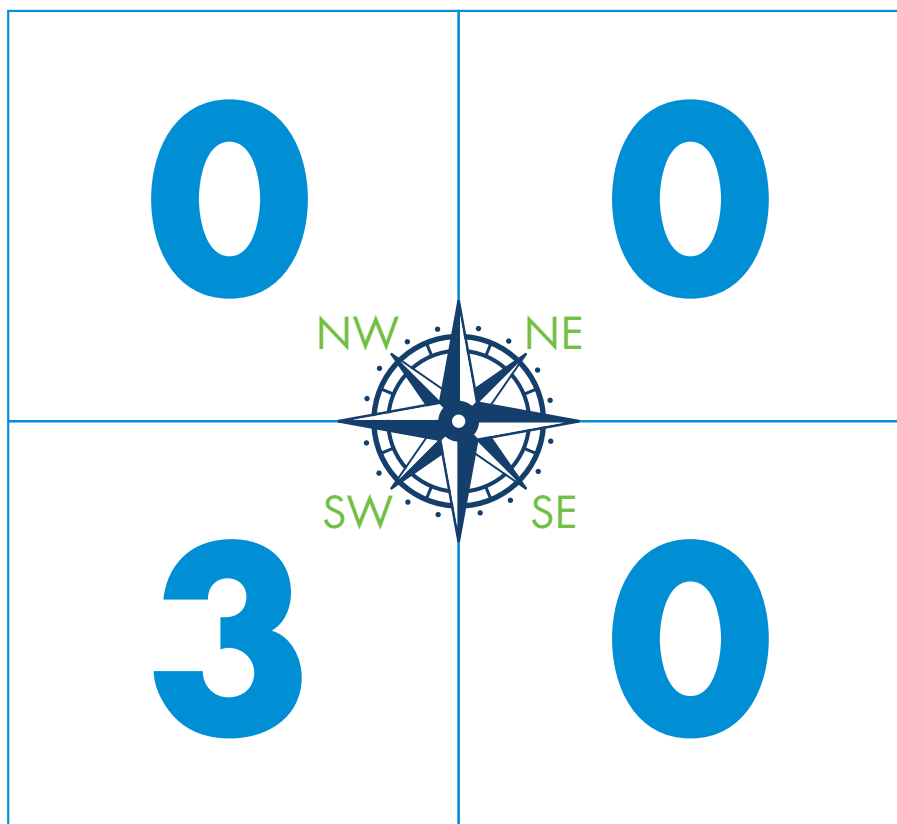


**Chart 4:** Month of August 2017 deliveries of Av Gas in gallons compared to August 2016 deliveries of Av Gas.

AUGUST 2017

# NOISE ABATEMENT REPORT

## NOISE CONCERNS PER QUADRANT



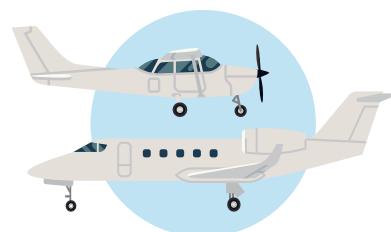
**Chart 5:** Noise concerns submitted via telephone, email, or on our website separated out by where the noise concern occurred in relation to the airport.



0%  
TFR



100%  
NOISE



0%  
TRAFFIC

TYPE OF CONCERN

**Chart 6:** Type of noise concern and/or if it occurred during a Temporary Flight Restriction.

AUGUST 2017

# NOISE ABATEMENT REPORT

## VOLUNTARY CURFEW OPERATIONS

21  
OPERATIONS



0%

DURING TFR  
0 OUT OF 21

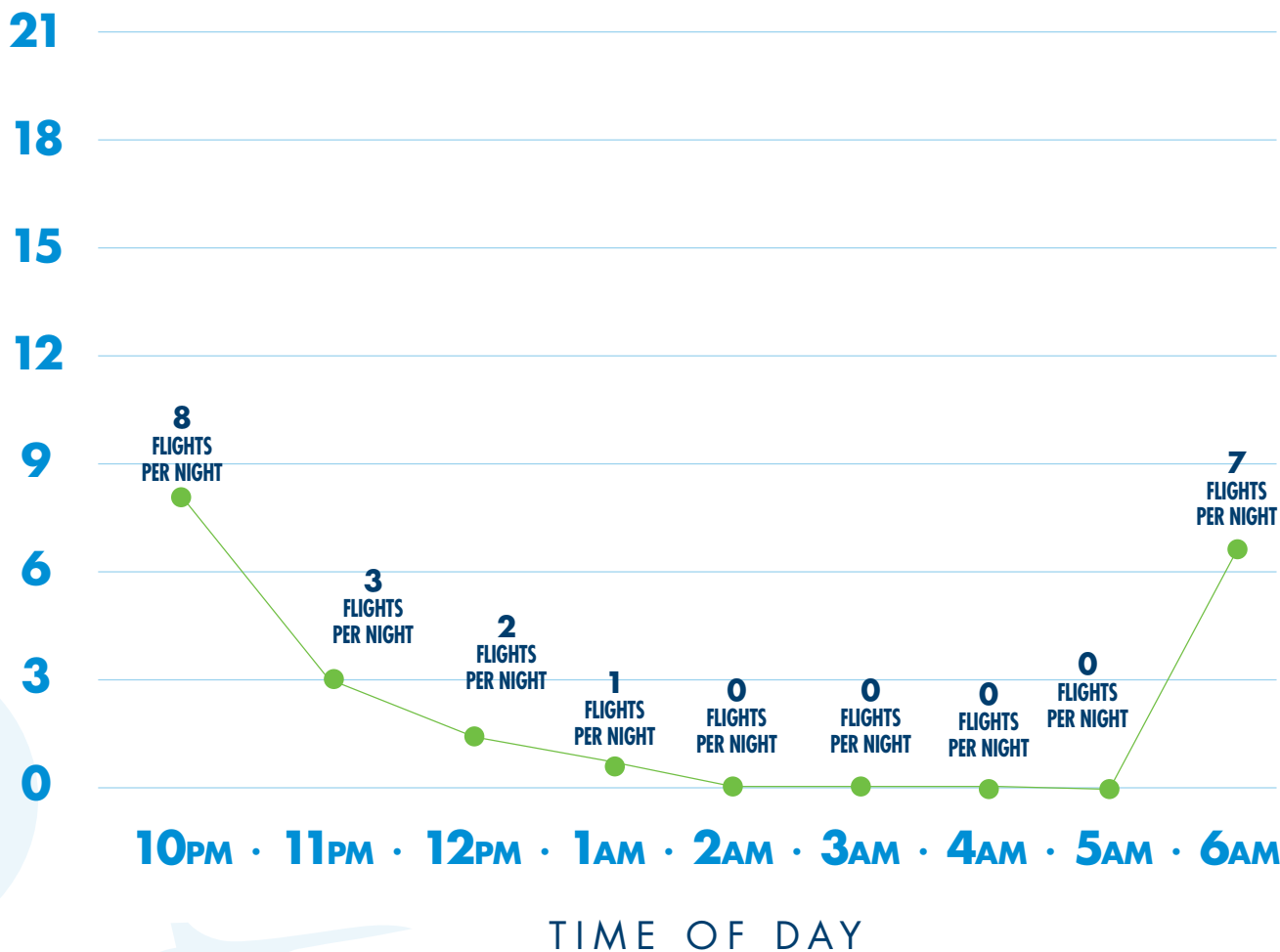
**Chart 7:** A voluntary curfew violation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00 without prior notification to the airport. Voluntary curfew violators are notified of their violation via letter, email, or phone to inform them of the noise sensitivity of our community and to encourage them to operate outside our voluntary night curfew hours. Voluntary curfew operations that occurred during a TFR is also tracked.

AUGUST 2017

# NOISE ABATEMENT REPORT

## VOLUNTARY CURFEW OPERATIONS BY HOUR

OPERATIONS - MONTHLY CUMMULATIVE TOTAL

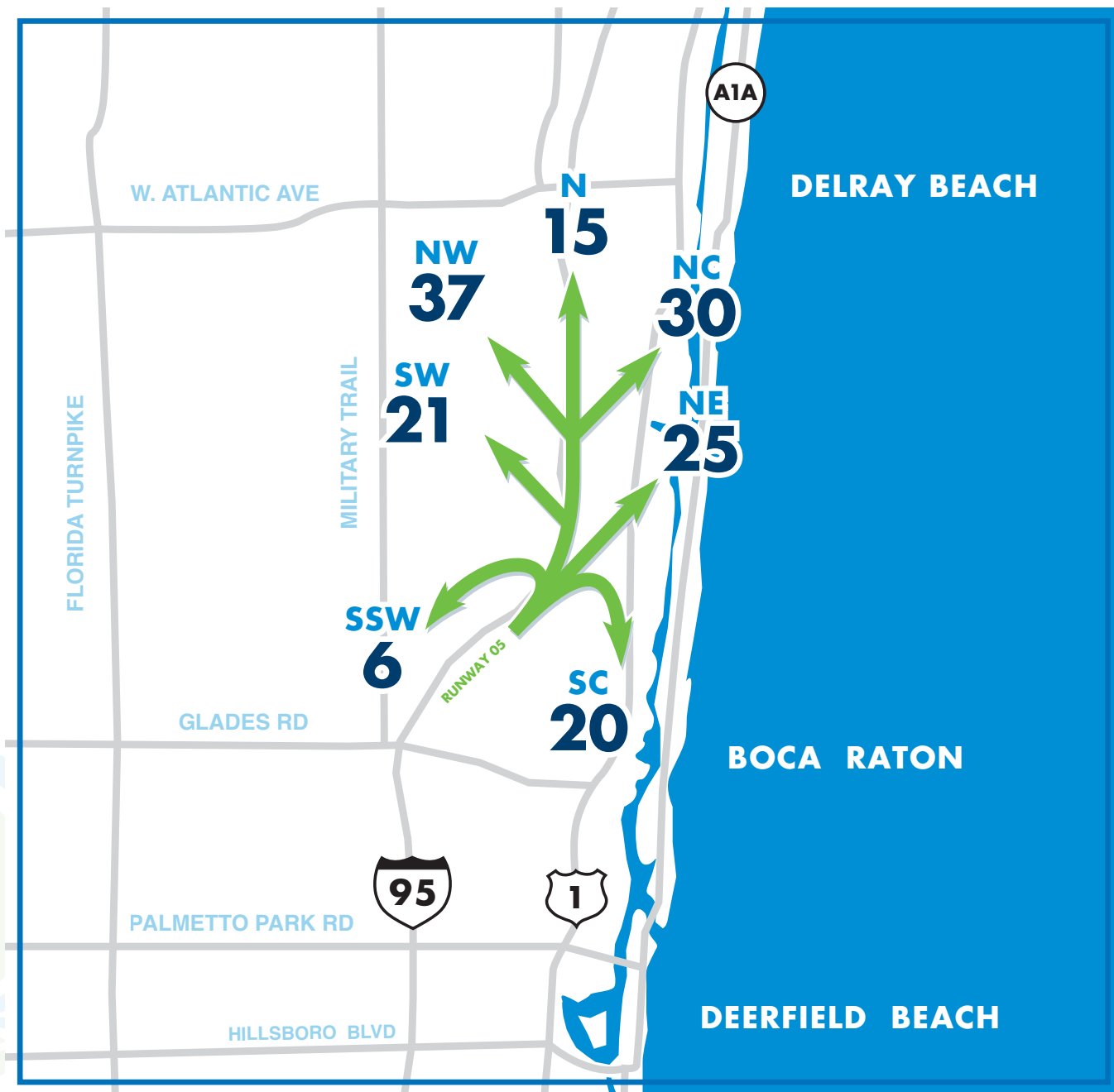


**Chart 8:** A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in August 2017.

AUGUST 2017

# NOISE ABATEMENT REPORT

## RUNWAY DEPARTURE HEADING BY DIRECTION



**Chart 9:** Departure heading is the direction an aircraft flies after taking off. Departure headings are assigned by the Tower to aircraft prior to departure. This chart does not include helicopter operations.

**BOCA RATON AIRPORT NOISE ABATEMENT REPORT**

**August 2017 - NOISE REPORT**

First Name	Last Name	Community	Quadrant	A/D/O/T	Runway	Aircraft Category	Tail/Flight Number	Aircraft Type	Concern	TFR Related?	Calls Received
Carol	Flaig	N/A	C	O	N/A	H	N158DB	B429	Noise	No	1
Barbara	Arenson	N/A	C	O	N/A	H	N158DB	B429	Noise	No	1
Marcus	Lawrence	Paseos	C	A	5	J	N99KW	CL60	Noise	No	1

**BOCA RATON NOISE ABATEMENT REPORT**

**NOISE REPORTS Per Quadrant- YTD 2017**

Year	Unknown	Quadrant A	Quadrant B	Quadrant C	Quadrant D	Total
2017	2	12	16	34	0	64

**August 2017 - Voluntary Curfew Operations 10:00 PM - 7:00 AM - Not Following Noise Abatement Procedures**

Date	Time	N#	Type	A	D	T&G*	S&G**	RWY	Owner	Address	City	State	Zip	FBO	During TFR?
8/2/2017	6:36	407LB	Bell 407		D			H	N888LB LLC	2300 NW Corporate Blvd Ste 232	Boca Raton	FL	33431	Atlantic	No
8/4/2017	23:18	N4349T	PA-28		D			23	H&J Aviation LLC	635 Barcelona Ct.	Satellite Beach	FL	32937	N/A	No
8/5/2017	6:29	N5553E	Cessna 182R		D			23	Eagle G LLC	3501 W 20th St.	Jacksonville	FL	32254	N/A	No
8/12/2017	0:19	N26NJ	DA-2000	A				5	Transnet Aviation Group LLC	820 Morris TPKE.	Short Hills	NJ	07078	N/A	No
8/17/2017	22:19	N615BT	Cessna 210		D			5	N/A	2922 E Marco Polo Rd.	Phoenix	AZ	85050	N/A	No
8/17/2017	22:20	N617DW	PA-31T1	A				5	Melawer Abraham	7703 Moondance Ln.	Houston	TX	77071	N/A	No
8/18/2017	22:44	N551ST	Lear 60	A				5	Journev LLC	3700 Airport Rd.	Boca Raton	FL	33431	Atlantic	No
8/19/2017	1:04	T75AL	G-450	A				5	Churchill Finance Services Forty Six	Suite 114, 3rd Floor, Metline Mews	Port Louis	N/A	N/A	N/A	No
8/19/2017	22:51	N649DG	Cessna 580XL	A				5	Nerale Sales INC	1200 NW 63rd St. STE 5000	Oklahoma City	OK	73116	N/A	No
8/19/2017	23:09	N225EE	G-V	A				5	Wells Fargo Bank	299 S Main St. FL 5	Salt Lake City	UT	84111	N/A	No
8/19/2017	23:46	N8906W	P-28	A				5	Belmont Thomas	365 NE 29th St.	Boca Raton	FL	33431	N/A	No
8/20/2017	6:40	N479PF	Lear 60		D			5	Genmark Ventures LLC	1515 Federal Hwy STE 306	Boca Raton	FL	33432	N/A	No
8/21/2017	22:33	N772EC	Lear 60	A				5	Pegasus Holdings LLC	749 W Tollgate Canyon Rd.	Wanship	UT	84017	N/A	No
8/22/2017	6:54	N3727O	Cessna 310	A				5	Gylan Dublin Air LLC	2401 First Blvd STE 7	Fort Pierce	FL	34950	N/A	No
8/24/2017	0:25	N444ND	PA-28	A				23	Ari Ben Aviator INC	3800 Sain Lucie Blvd.	Fort Pierce	FL	34946	N/A	No
8/25/2017	22:31	N122AS	SR22		D			23	Aviator Services INC	14150 SW 129th St.	Miami	FL	33186	N/A	No
8/25/2017	22:38	N199DF	G-IV		D			23	In Flight Leasing Group LLC	555 NE 185th St. Ste 101	Miami	FL	33179	N/A	No
8/26/2017	6:04	N560BL	Cessna 580		D			5	N560BL LLC	2 New Main St.	East Orange	NJ	07018	N/A	No
8/26/2017	6:29	N539CA	DA-900	A				23	Braxton Acquisitions	5955 T G Lee Blvd. Ste 200	Otlando	FL	32822	N/A	No
8/26/2017	22:36	N499SC	G-450		D			23	Cobro 4135 LLC	1002 E Newport Center Dr. Ste 200	Deerfield Beach	FL	33442	N/A	No
8/27/2017	6:00	N603GR	Lear 60		D			23	Taldav Holdings LLC	7347 Floridian Way	Delray Beach	FL	33446	N/A	No

\* Touch and Go Operations

\*\* Stop and Go Operations



# Memo

To: Mitchell Fogel, Chair and Board Members  
From: Christine Landers, Business Manager  
Date: September 19, 2017  
RE: **Corporate Identity and Community Engagement Program Update**

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## **AGENDA ITEM – IX – B**

### **Language Exchange International**

On August 24, 2017 ten students from Language Exchange International visited the airport and learned about the history and economic impact that the Boca Raton Airport has on the community.

### **Boca Raton Airport Employee Appreciation Luncheon**

On August 30, 2017 the Boca Raton Airport Authority Staff hosted a hot dog cookout and open house for airport employees. The event was very well received and there were approximately 60 people in attendance.

### **Florida Atlantic University High School**

On September 19, 2017 the Boca Raton Airport Authority will host students from Florida Atlantic University High School. An update on the event will be provided during the Board Meeting.





# Memo

To: Mitchell Fogel, Chair and Board Members  
From: Travis Bryan, Operations Manager  
Date: September 19, 2017  
RE: **Airport Projects/Hurricane Update**

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## **AGENDA ITEM – IX – C**

Airport Management will provide an update on current airport improvement projects and a review of hurricane impacts and recovery efforts.